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ABSTRACT

The collective bargaining agreement between the Trustees of Boston University and the Boston University chapter (850 members) of the American Association of University Professors (AAUP) covering the period September 1, 1981 to August 31, 1984 is presented. Items covered in the agreement include: recognition of the unit, trustees' authority and responsibility, academic freedom, appointments, tenure and promotion, promotion other than in connection with tenure, matching offers, sabbaticals and leaves of absence, professional responsibilities, termination or suspension of faculty appointments, no discrimination, affirmative action, salaries, overload and summer session salary, fringe benefits, guidelines for allocation of merit and equity increases, salary administration, faculty council compensation commission, selection of chairpersons, selection of deans, continuance of services, deduction of dues, separability, exchange of information, duration of agreement, grievances and arbitration, personnel files, and rights of the chapter. (SW)

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ED257368

AGREEMENT

between

THE B.U.C.-A.A.U.P.

and

the TRUSTEES

of

BOSTON UNIVERSITY

For the period

September 1, 1981, to August 31, 1984

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BOSTON UNIVERSITY CHAPTER

AAUP

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BOSTON, MA. 02215

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## ARTICLE I
## RECOGNITION

The Trustees of Boston University recognize the Boston University Chapter of the American Association of University Professors as the exclusive collective bargaining representative of the faculty of Boston University in the unit described below.

All full-time teaching members of the faculty at Boston University, including department and division chairmen, area chairmen in the School of Theology, sequence coordinators in the School of Social Work, coordinators in the School of Nursing, the director of the Teacher Training Project in Sargent College, the directors of the African Studies Center, the Afro-American Studies Program, the Center for Latin-American Development Studies, the American and New England Studies Program, the Center for Applied Social Science, the Boston University Center for the Philosophy and History of Science, the Continuing Education Department in the School of Nursing, the University Professors Program, faculty on leave (who are visiting faculty at another educational institution and who are otherwise eligible), and faculty in the Overseas Program (who taught at the University immediately prior to taking assignment in said Overseas Program for a definite period of time and who are expected to return to the school or college of the University in Boston from which they came), but excluding all part-time faculty, all officers of the University, Deans, Associate Deans, Assistant Deans, administrative support personnel, non-teaching professionals, librarians, graduate assistants, teaching fellows, student employees, non-professional employees, coaches (who are not otherwise eligible for inclusion), directors of the Schools of Music, Visual Arts and Theatre Arts in the School for the Arts, visiting faculty, all faculty, department chairmen and program directors in the Schools of Law, Medicine and Graduate Dentistry, and all other employees, guards and supervisors.

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## ARTICLE II
## TRUSTEES' AUTHORITY AND RESPONSIBILITIES

The Commonwealth of Massachusetts in 1869 authorized an "Act to incorporate the Trustees of Boston University" to "constitute a body corporate by the name of the Trustees of Boston University, and they and their successors and such as shall be duly elected members of said Corporation, shall be and remain a body corporate by that name forever."

> "The said Corporation shall have full power and authority to determine at what times and places their meetings shall be held...and also to establish boards of instruction in all departments of science and the arts, to elect a president of said University, and such professors, tutors, instructors and other University officers as they shall judge for the interest thereof, and to determine the duties, salaries, emoluments, responsibilities and tenures of their respective offices. And the said Corporation is further empowered to purchase or erect, and keep in repair, such houses and other buildings as they shall judge necessary for the said University; and also to make and ordain, as occasion may require, reasonable rules, orders and by-laws, not repugnant to the Constitution and Laws of this Commonwealth, with reasonable penalties for the good government of the said University, and for the regulation of their own body, and also to determine and regulate the courses of instruction in said University, and to confer degrees, but no degree shall be conferred except upon the recommendation of the appropriate faculty."

Except as delegated by the provisions of this Agreement for its term, all rights, powers, privileges, duties, responsibilities, and authority are retained by the Trustees.

## ARTICLE III
## ACADEMIC FREEDOM

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

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It carries with it duties correlative with rights.

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her position in the community imposes special obligations. As a man or woman of learning and educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

## ARTICLE IV
## APPOINTMENTS

### A. SELECTION OF NEW FACULTY

1. If the Provost should decide that a recently vacated or newly created faculty position in a department is to be filled, he/she shall notify the appropriate chairperson to that effect.

2. The chairperson, in consultation with the full-time faculty of the department and the Dean, shall appoint a search committee drawn primarily from among the full-time faculty of the department. The chairperson shall keep a written record of this consultation. The committee may include faculty members from other departments, schools or colleges. The search committee shall solicit nominations to the position and applications for it through appropriate professional channels, and it shall also accept nominations from within the University. The committee shall recruit in conformity with the requirements of affirmative action.

3. After reviewing all applicants and nominees, the search committee shall report its findings and recommendations to the

full-time faculty of the department. After consideration of the search committee's report and recommendations, the chairperson shall forward the faculty's nomination together with his/her own nomination of a candidate, or candidates, to the Dean of the school. The chairperson shall also submit the names of the other candidates considered by the faculty.

4. Should the Dean find it necessary to reject the nomination, or nominations, he/she shall meet with the faculty of the department and ask for a further nomination or nominations. After consulting the full-time faculty of the department, the chairperson shall either forward a further nomination or nominations to the Dean, or the Dean and chairperson shall recommence the search procedures outlined in paragraphs 2 and 3.

5. If a Dean and a department should be unable to agree on a candidate to fill a new or recently vacated position within one calendar year of the initial notification called for in paragraph 1, the Dean shall so inform the Provost. The Provost, in consultation with the School Appointments, Promotions and Tenure Committee (School APT) or, when required by considerations of time or for other good reason, with the University Appointments, Promotions and Tenure Committee (University APT), shall then devise an alternate procedure for the search and for the selection of a candidate for the position, which procedure shall include review of the candidates by the school or University APT Committee.

6. On occasion, the University may wish to secure eminent scholars and teachers from outside the University, and time may not permit observance of the procedure outlined in paragraphs 2 through 5 above. In such cases, the ordinary appointment search process and timetable may be replaced by a more rapid procedure. The President may recommend an appointment to the Trustees upon the concurrence of the tenured faculty and chairperson of the relevant department and the Dean; or, the relevant school APT Committee and the Dean; or the University APT Committee and the Provost.

B. TERMS AND CONDITIONS OF APPOINTMENTS

1. The terms and conditions of every appointment to the faculty shall be stated or confirmed in writing, and a copy of the appointment document shall be supplied to the faculty member and to his/her department. Any subsequent extensions of an appointment shall be stated or confirmed in writing, and a copy of the document shall be given to the faculty member and to his/her department. Any modification of the terms of an appointment shall be stated or confirmed in writing and a copy of the document shall be given to the faculty member, his/her department, and the Chancellor.

2. The terms and conditions of all appointments or subsequent modifications of appointments shall be consistent with the provisions of this Agreement.

C. TYPES OF APPOINTMENTS

1. With the exception of special appointments as defined in paragraphs 2 through 4, and of appointments of retired faculty members on special conditions, all full-time appointments to the faculty in bargaining unit positions shall be of two types: appointments with continuing tenure, and probationary appointments.

2. Special appointments are full-time appointments of one semester or more to the faculty.

a. Special appointments of one semester or one year shall be used when necessary to provide temporary replacements for faculty members on leave.

b. In addition, special appointments of one semester or more may be made to retain the talents of individuals, including writers and artists, who may not be eligible for tenure because of differences in training or other qualifications, or because their appointments differ from probationary and tenured appointments with respect to assignments, responsibilities, or departmental or school expectations.

3. The rank of Professor, Associate Professor, Assistant Professor, and Instructor may be given to persons whose salaries are derived substantially (75% or more) from gifts, research grants and contracts. Persons receiving these titles under such conditions shall be required to agree to appointments for specific periods of time. They will not be eligible for tenure but may be given an indefinite number of term appointments. Such appointments shall be made only after consultation with the faculty of the school or department.

4. Clinical appointments without tenure may be made during the term of this Agreement in schools and departments where they now exist and under currently prevailing conditions and circumstances. Such appointments shall be made only after consultation with the faculty of the school or department.

5. Part-time appointments are defined as appointments at less than three-quarters time. Part-time appointments shall not be made to reduce the number of full-time faculty. Where a single faculty position is shared between two persons, each carrying one-half the work load, each shall be viewed as a full-time faculty member for the purposes of membership in the bargaining unit.

D. PROBATIONARY APPOINTMENTS

1. Probationary appointments shall normally be for two or more academic years.

2. All decisions to renew or not to renew probationary appointments without changes in rank, and all decisions to renew or not to renew the special, research and clinical

appointments described in Section C, paragraphs 2-4 of this Article, shall be made by the Dean, with the approval of the Provost, after consultation with the department faculty and chairperson. Consultation shall normally include a meeting of faculty with prior timely notice and the availability of appropriate documents. Procedures used in reappointment decisions shall follow a schedule that has been set by the Dean and communicated to faculty. The chairperson shall keep a written record of this consultation.

3. Full-time faculty members appointed at the rank of Instructor shall be advanced to the rank of Assistant Professor when they have met the departmental and other requirements for that rank.

E. NOTICE OF NONREAPPOINTMENT

1. Notice of nonreappointment, or intention not to recommend reappointment to the Trustees, shall be given in writing in accordance with the following standards:

a) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
c) Not later than the August 31 preceding the final year of an appointment after two or more years at the institution.

2. Failure of the University to provide notice of nonreappointment in accordance with the schedule in paragraph 1 shall result in a renewal of the probationary appointment for the academic year following the term of the existing appointment.

3. If notifications of nonreappointment are sent to more than two-thirds of all faculty on probationary appointments at Boston University during any given academic year, they shall be considered null and void. If notifications of nonreappointment are sent to more than two-thirds of all faculty on probationary appointments in a single school or college, the Chapter will be notified and, if the Chapter requests, the matter shall be the subject of discussion under the terms of Article XLIV of this Agreement.

4. Throughout this Article, procedures designed for applicability to the standard departmental structure of organization in the College of Liberal Arts may be modified in their application as may be appropriate to other forms of organization and as agreed to by the respective faculties.

5. In the Schools of Music, Theatre Arts and Visual Arts in the School for the Arts, the Director of the School shall perform the functions specified for chairpersons in this Article, except in those departments which have chairpersons.

## ARTICLE V
## TENURE AND PROMOTION

### A. TENURE PRINCIPLES AND GUIDELINES

1. Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

2. The criterion for awarding tenure is demonstrated excellence in the three traditional areas of research and publication, teaching, and university and community service. While the relative weight accorded these areas of professional activity may vary from school to school, excellence must be demonstrated in at least two areas.

3. No represented faculty member shall be denied tenure on the basis of any quota system which limits the number of tenured faculty to a percentage of all faculty in a department, school or the bargaining unit or any part thereof. However, the needs of the University shall be considered in the granting of tenure, and there shall be no presumption for or against an award of tenure.

### B. TENURE REVIEW SCHEDULE AND NOTIFICATION

1. All represented full-time probationary faculty members at Boston University, including those with prior service at other institutions of higher education, must be considered for tenure not later than in their sixth year of service at Boston University. The year of mandatory tenure review for those members of the faculty who have prior full-time service at other institutions of higher learning, if it is to be earlier than the sixth year, shall be negotiated at the time of the initial Boston University appointment.

2. If the faculty member so agrees in advance, leaves of absence of a semester or more may be excluded from the years of service counted in computing the time by which the faculty member must be considered for tenure.

3. A candidate for tenure shall be informed in writing by his/her Dean no later than the beginning of the semester

preceding the academic year in which he/she is to be reviewed that he/she is subject to be reviewed for tenure. At the time of notification, a candidate shall be provided with full written guidelines for compiling his/her dossier and with a clear indication as to when the decision will be made.

4. A candidate is expected to submit all materials which are pertinent to an adequate consideration of his/her circumstances and abilities.

C. TENURE REVIEW PROCESS

1. The first step in the tenure review process shall take place at the level of the candidate's department. All tenured members of the department shall examine the candidate's dossier, shall together discuss his/her qualifications, and shall vote (by secret ballot, if desired) on whether or not to recommend that the candidate be awarded tenure. The chairperson of the department shall report the result of the tenured faculty's vote as well as his/her own recommendation and the reasons therefor to the Dean and to the School APT.

2. Each school, in accordance with procedures recommended by the faculty and approved by the Dean and the Provost, shall select a School APT whose membership shall be made up of tenured faculty. The School APT shall examine and fully discuss the candidate's dossier and the recommendation of the tenured faculty and of the chairperson of the candidate's department. After a full discussion, the School APT shall render its judgment. A full report embodying the substance of the discussion and the decision shall be furnished to the Dean of the school.

3. If the Dean approves the tenure recommendation and is satisfied that the appropriate procedures have been followed by the candidate's department and by the School APT, he/she shall forward the School APT's recommendation along with his/her own decision and the reasons therefor to the Provost. If the Dean questions the procedures used, he/she shall return the case for remedial action to the unit which in his/her opinion did not follow the prescribed procedures.

4. The Provost shall forward the case to the University APT, whose members shall be tenured faculty members selected as follows: four by the Provost, eight by the Faculty Council, and then three by the Provost. The University APT shall review all the pertinent evidence in the case. The University APT shall solicit evaluations of the candidate from individuals outside Boston University who are acknowledged authorities in fields relevant to the candidate's academic speciality. Names of such acknowledged authorities shall be obtained in part from tenured faculty members of the candidates's department as well

as from faculty members in related fields or academic specialties. After fully reviewing the case, the University APT shall render its judgment. A full report embodying the substance of the University APT's discussions and judgment shall be forwarded to the Provost.

5. If the Provost is satisfied that the appropriate procedures have been followed in earlier steps, he/she shall forward the University APT's report together with his/her own recommendation and the reasons therefor to the President, as indicated below, with copies to the candidate. If the Provost questions the compliance with the procedures outlined in this Article, he/she shall return the case for remedial action to the body or person which in his/her opinion did not follow the prescribed procedures.

6. a. If the judgment of the School APT and the University APT are in accord and the Provost concurs, the recommendation shall be forwarded to the President.

b. If the judgment of the School APT and the University APT are not in accord, the Provost shall forward the case to the President with his/her recommendation.

c. If the judgments of the School APT and the University APT are in accord and the Provost does not concur, the case shall be forwarded to an ad hoc Tenure Review Committee (hereinafter referred to as ad hoc TRC).

7. An ad hoc TRC shall be composed of three impartial persons from outside of Boston University who shall be acknowledged authorities in the candidate's field or academic specialty. One of these three persons shall be designated by the Provost, one by the University APT, and one by mutual agreement between the two persons already designated. The ad hoc TRC shall review the whole case and may, but need not, interview the candidate. The report and rationales of the TRC shall be communicated in writing to the Provost, with copies to the candidate, the University APT, the School APT and the department chairperson.

8. The decisions, reports and rationales of the ad hoc TRC shall be transmitted to the President along with the recommendation of the Provost, as it may be modified. The President shall make the final recommendation based on his/her review of the entire case including the judgment of the ad hoc TRC. The President shall submit the final recommendation along with the decision and judgment of the ad hoc TRC and relevant details of the case to the Trustees. The decision of the Trustees shall be final and not subject to the grievance procedure.

9. Allegations that the procedures set forth in this Article have not been followed are subject to the grievance procedure. Should an arbitrator find that a procedural defect prejudices the candidate, he/she may direct that the procedural defect be corrected, but shall have no authority to grant

tenure. No candidate has the right to tenure on the basis of procedural error.

D. RIGHT TO INFORMATION AND APPEAL

1. The candidate being reviewed for tenure shall, at his/her request, be given complete copies of all reports and rationales that have been communicated, in justification of the judgment made, from each level of the tenure review process to the next higher level. To facilitate this procedure, reports and rationales should be formulated in such a way as to preserve the anonymity of participants in the judgment to the extent that this is consistent with the communication of the real basis of judgment at each level. The candidate shall not have copies of or access to individual evaluations submitted in confidence. Where confidential individual evaluations are quoted or referred to in the full reports and rationales, indicia of individual authorship shall be deleted.

2. The candidate being reviewed for tenure shall have the right to appeal all negative recommendations or judgments made in his/her case during the tenure review process to the next higher step indicating the grounds of his/her dissatisfaction with such negative recommendations or judgments. This right of appeal shall not extend beyond the President, or to an ad hoc TRC. If the appeal is based on alleged violations of proper procedure, it shall be treated as a grievance under Article XXVI.

E. TIMETABLE OF THE TENURE REVIEW PROCESS

In the case of an ordinary tenure review, the timetable will be as follows: the recommendations of the candidate's chairperson and department by October 1 of the academic year in which the candidate is considered; the recommendation of the candidate's School APT by January 1; that of the Dean, by February 1; that of the University APT and of the Provost, by April 15; that of the President, by June 1; and that of the relevant Trustee committee, by June 30.

F. EXCEPTIONAL EXTENSION OF THE TIME PERIOD

It is the intention that exceptions from the normal practice of making tenure decisions in accordance with Section B.1. of this Article may be made in occasional cases of substantial merit where a faculty member is potentially tenurable, but where further scholarly work is expected to be completed in short order. In such cases an additional three years may be allowed in the probationary period. Such an extension shall be allowed only once for any candidate and only by agreement of the candidate, the department, the School APT, the University APT and the Administration. If an extension is granted, that candidate shall be awarded a semester's leave with pay in the following year (the seventh year, except as adjusted in accordance with Section B.1). If tenure is not

warded, the candidate shall be allowed a tenth year as a erminal year (except as adjusted in accordance with Section .1). By accepting a three-year extension the candidate and he Chapter agree that such service beyond the normal period hall not result in tenure merely by length of service (de acto tenure).

. OTHER EXCEPTIONS

On occasion, the University may wish to attract eminent academics from outside the University who would not accept appointment to the faculty without immediate tenure. Or the University may be confronted with the need for a quick tenure decision in the case of one of its own untenured faculty members who has a bona fide offer of a position with tenure at another distinguished academic institution and who would be likely to accept that outside offer unless guaranteed a tenure position at Boston University. In such circumstances, the ordinary tenure review process and timetable described in Sections C through E may be replaced by a more rapid procedure. The President may make a tenure decision upon the concurrence of: 1) the tenured faculty and the chairperson of the relevant department and the Provost; or 2) the relevant School APT Committee and the Provost; or 3) the University APT Committee and the Provost.

## ARTICLE VI
## PROMOTION OTHER THAN IN CONNECTION WITH TENURE

1. Promotion as understood in this Article refers to the advancement in rank of faculty members at the rank of Assistant Professor or higher who are either not being considered simultaneously for tenure or who already hold tenured positions.

2. Promotion at Boston University shall be the result of demonstrated and significant additional attainments after the faculty member has been appointed or granted tenure. There should not be a rigid schedule for promotion, although a minimum number of years in rank before promotion should ordinarily be expected.

3. The steps in the review of candidates for promotion shall be substantially the same as those in the review of candidates for tenure, except that at the level of the department the candidate shall be considered by those members of the department who hold a rank at least as high as that for which the candidate is being considered.

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## ARTICLE VII
## MATCHING OFFERS

When a faculty member receives a bona fide offer from another institution, he/she may request that the Administration match this offer. The President may respond to the offer upon the concurrence of (1) the tenured faculty and the chairperson of the relevant department and the Provost; or (2) the relevant School APT Committee and the Provost; or (3) the University APT Committee and the Provost.

## ARTICLE VIII
## SABBATICALS AND LEAVES OF ABSENCE

1. Members of the faculty who have served six full years are eligible for a sabbatical leave consisting of one semester at full salary or two semesters at half salary. It is understood that in order to make leave with compensation possible, the teaching load of the faculty member on leave is shared by other department members without added expense to the University, except under unusual circumstances. A faculty member on leave with compensation retains all faculty benefits during the leave period.

The faculty member shall submit his/her application for such leave together with a proposed plan for scholarly work or other activity leading to professional growth to his/her department chairperson for review. The plan shall include a proposal for receiving outside funding when appropriate. The Dean, after consultation with the chairperson, shall forward the proposal with his/her recommendation to the Provost. If the Provost determines that the proposal is meritorious, and that such leave is consistent with the teaching and administrative needs of the school and department, he/she will present the application to the Trustees for approval.

In instances where the application is not approved the individual may request that the Provost review the matter.

2. A full-time faculty member, upon application, shall receive a leave of absence without pay whenever such leave is consistent with the teaching and administrative needs of his/her department and school.

## ARTICLE IX
## PROFESSIONAL RESPONSIBILITIES

A. WORKLOADS

1. The University accomplishes a variety of academic and professional services including undergraduate, graduate and professional instruction, research and community service.

2. A complex university requires a policy of professional responsibilities that is flexible and appropriate to the mission of the university and to the level of excellence it seeks to attain.

3. Consistent with paragraphs 1 and 2, faculty workloads shall be reasonable. The components considered in the definition and specification of workloads shall include teaching, research and/or other professional and creative activity, and service to Boston University and/or to the larger community. As used in this Article IX, Section A (Workloads), "service to Boston University" shall include only service that is assigned or approved by the Dean and the Provost as work to be taken into account in establishing a faculty member's workload.

4. Consistent with paragraphs 1-3, individual faculty responsibilities, including scheduling and location, shall be determined as follows: After consultation between the faculty member and his/her chairperson, a determination of future workloads shall be made by the Dean with the approval of the Provost. If the Dean's determination is unsatisfactory to the faculty member, he/she may request a meeting with the Dean and chairperson to discuss his/her future assignments, and if the matter is not satisfactorily resolved may file a grievance on the issue in dispute with respect to future workloads. Any arbitration award resulting from such grievance shall be limited to a reduction of workload effective no earlier than for the second full academic semester following such award.

B. ENGAGEMENTS OUTSIDE THE UNIVERSITY

Faculty members are encouraged to engage in limited professional activities carried on outside the University and for which compensation is not received through the University if such activities contribute to the professional competence of the faculty member and if they do not interfere with the individual's responsibilities to the University. It is expected that the faculty member will keep his/her chairperson informed of such activities and will ordinarily not engage in compensated outside activity in excess of the equivalent of one working day per week.

## ARTICLE X
## TERMINATION OR SUSPENSION OF FACULTY APPOINTMENTS

### A. TERMINATION OR SUSPENSION FOR CAUSE

When termination or suspension of an appointment of a person holding permanent academic tenure or of a person during the term of an appointment is predicated upon gross neglect of duties, or other just cause, the following procedures shall apply:

1. Preliminary Proceedings. When reason arises to question the fitness of a faculty member who has tenure or whose term of appointment has not expired, the appropriate administrative officers shall discuss the matter with him/her in personal conference, with or without representation. The matter may be resolved by mutual consent at this point; but if a settlement does not result, an ad hoc committee will be elected by the Faculty Council within seven (7) days of a request by the President. Its function shall be the rendering of confidential advice to the President and the faculty member. The committee shall inquire into the situation informally to effect a mutual settlement if possible and, if none is effected, to determine whether in its view the formal proceedings to consider the faculty member's dismissal should be instituted. The committee's responsibilities should be discharged within fourteen (14) days. If the committee recommends such proceedings, or if the President -- even after considering a recommendation of the committee favorable to the faculty member -- expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. If there is agreement that formal proceedings should be instituted, a detailed statement of the grounds for the proposed dismissal or suspension shall then be jointly formulated by the President and the faculty committee; if there is disagreement as to whether formal proceedings should be instituted, the President or his representatives shall formulate the statement.

2. Commencement of Formal Proceedings. The President shall start formal proceedings by sending a letter to the faculty member transmitting a copy of the statement formulated, and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed or suspended from his/her faculty position on the grounds stated will be conducted by a faculty committee at least twenty (20) days after the receipt of such notice. A copy of the letter and statement shall be sent to the Chapter. The faculty member shall be informed in detail by the President of his/her procedural rights. The faculty member shall give notice in writing whether or not he/she wishes a hearing and shall give the President a written statement in answer to the charges at least one week before the date set for the hearing.

3. Election of Remedy. After consideration of the case by the ad hoc committee and the issuance of formal charges, the Chapter with the concurrence of the faculty member may elect to have the charges disposed of by arbitration under Article XXVI by notifying the President within fourteen (14) days of its receipt of the charges. If such an election is made, the faculty member's right to a hearing by the Hearing Committee is waived.

4. Suspension of Faculty Member. Suspension of the faculty member during the proceedings involving him/her is justified only if immediate harm to him/her or to others is threatened by his/her continuance. Any such suspension shall be with pay.

5. Hearing Committee. The committee of nine (9) faculty members who conduct the hearing shall be elected by the Faculty Council from faculty members not previously concerned in the case. The committee shall be elected as soon as possible after the President's letter to the faculty member has been received by the faculty member. The choice of members of the hearing committee should be based on their objectivity and competence and the regard in which they are held in the academic community. The President and the faculty member may strike not more than two (2) names each from the hearing committee.

6. Committee Procedures. The committee shall proceed by considering the statement of grounds for dismissal and the faculty member's written response.

If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

The President may designate an appropriate representative to assist in developing the case; but the committee shall determine the order of proof, conduct the questioning of witnesses, and, if necessary, secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by counsel and/or an academic advisor. The committee may require the production of documents or the attendance of witnesses. The faculty member or his/her counsel or representative and the representative designated by the President shall have the right to cross-examine all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. Where for unusual and urgent reasons a witness cannot appear, the identity of the witness as well as his/her statements nevertheless shall be disclosed to the faculty member. Subject to these safeguards, statements may, if necessary, be taken outside the hearing and be reported to the committee. All evidence shall be recorded and any party may obtain a copy at his/her expense. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

7. Consideration by Hearing Committee. The burden of proof by the preponderance of the evidence is on the President. The committee shall reach its decision on the basis of the record after extending full opportunity to the faculty member or his/her counsel and the representative of the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly. It shall make explicit findings with respect to each of the grounds of removal presented, and may issue a reasoned opinion. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the Board of Trustees. The President, the faculty member, and the Chapter shall be notified of the decision in writing. Any official news release to the public shall be made through the President's office.

8. Consideration by the Board of Trustees. If the President rejects the committee's reconsidered decision or if the decision is to terminate the appointment or to impose a suspension, the report of the committee, including the transcript, shall be transmitted to the Board of Trustees. The Board's review of the case shall be based on the record of the hearing and arguments presented orally and/or in writing by the principals and/or their representatives. The decision of the committee should either be sustained or returned to the committee with specific reasons in writing for reconsideration. In the latter case, the committee shall reconsider its decision, taking into account the stated objections and receiving new evidence if necessary. The committee should communicate its decision in the same manner as before. Only after study of the committee's reconsideration should the Board make a final decision overruling the committee.

9. Nonapplicability of Grievance Procedures. Neither the Trustees' decision nor the procedural provisions of this Section shall be subject to the Grievance and Arbitration Article (XXVI) of this Agreement.

10. Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

11. If the appointment is terminated the faculty member shall receive salary or notice in accordance with the following schedule: three months, if the final decision is reached prior to March 1 of the first year of probationary service; six months if the decision is reached thereafter, but prior to December 15 of the second year of probationary service; one year, if the decision is reached after eighteen months of

probationary service or if the faculty member has tenure. This provision for terminal notice or salary need not apply in the event that the cause for termination was moral turpitude or gross neglect of duties.

B. TERMINATION FOR REASON OF DISCONTINUATION OF A SCHOOL, DEPARTMENT OR ACADEMIC PROGRAM

1. If the President should recommend that a particular school, department or academic program be discontinued for reasons other than extraordinary financial exigency which affects the entire institution, he/she shall so inform the Faculty Council in writing, specifying in detail his/her reasons for recommending the discontinuation. Normally, the most important basis for discontinuing a school, department or program will be academic reasons; however, this shall not exclude other considerations. The Faculty Council shall then elect an ad hoc Faculty Committee on Discontinuation, which shall proceed to undertake a detailed investigation of the reasons for the proposed discontinuation. The Committee shall have access to all relevant data from the pertinent school, department or academic program and from the Administration. The charge of the Committee shall be to determine whether there are reasonable grounds to discontinue the school, department or academic program. After a thorough investigation, the Committee shall report its findings in writing to the President, to the Faculty Council and to the Chapter, within 60 days from the date of notice by the President.

2. After considering the report of the Committee and conferring with the Chapter, the President shall forward his/her recommendation and that of the Chapter to the Trustees. If the Trustees support the discontinuation, they shall issue a formal statement decreeing the discontinuation and giving a detailed account of the reasons for this action. The President shall promptly notify each faculty member of the school, department or academic program in question of the decision to discontinue it and of the proposed timetable for discontinuation.

3. Before any full-time faculty members are terminated or transferred as a result of the discontinuation decreed by the Trustees, every effort shall be made to reassign each faculty member affected to another suitable position within the University at the same rank and salary.

4. The faculty members shall have the right to appeal to the Faculty Council, which will hear the appeal and make a recommendation to the President within 30 days.

5. If a faculty member is terminated in connection with a discontinuation, he/she will receive salary or notice in accordance with the provisions of Section C, paragraph 6 of this Article.

6. If a faculty member terminated or reassigned in connection with a discontinuation alleges that inadequate consideration was given to the possibility of placing him/her in a suitable, or more suitable, position within the University, he/she may submit his/her case through the grievance procedure.

C. TERMINATION DUE TO FINANCIAL EXIGENCY

1. In the event that the Administration concludes that a state of extraordinary financial exigency that affects the entire institution may be imminent, it shall confer immediately with the Chapter and the Faculty Council Budget Committee. The Administration shall present all information and data that led it to conclude that an exigency was imminent. The parties shall discuss ways of contending with the expected exigency other than the termination of faculty. The Chapter and the Budget Committee shall have the right within 30 days after this discussion to communicate their recommendations to the President.

2. If after considering the views and recommendations of the Chapter and the Faculty Council Budget Committee and the Administration, the Trustees conclude that a state of exigency is imminent that will necessitate the termination of faculty members even after all feasible alternatives have been implemented, the Administration shall confer with the Chapter and the Faculty Council Budget Committee to identify where terminations of appointments will be implemented.

3. In considering where terminations should occur, the parties shall take into consideration educational needs, affirmative action, age and length of service and faculty status. In no case shall the appointment of a tenured member of the faculty be terminated in favor of retaining a faculty member without tenure within the same department, nor shall the institution make a new appointment in the affected department.

4. Before terminating an appointment because of financial exigency, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position within the institution.

5. Faculty members who receive formal, written notice of termination of their appointment for reasons of financial exigency shall have the right to appeal to the Faculty Council Budget Committee, which will hear the appeal and make a recommendation within thirty (30) days to the President.

6. Faculty members whose appointments are terminated under this Section shall be given at least one year's notice of their separation from the institution (or one year's salary and benefits). This year of notice shall begin following the President's final decision in the case after considering the recommendation of the Budget Committee.

7. In all cases of termination of appointment under this Article, the place of the faculty member concerned will not be filled by replacement within a period of two years, unless the released faculty member has been offered reinstatement and at least three months in which to accept or decline it.

8. The procedural provisions of this Section shall be subject to grievance and arbitration under Article XXVI.

## ARTICLE XI
## NO DISCRIMINATION

The Trustees, the Administration, the schools and departments of Boston University, and the Chapter shall practice no unlawful discrimination on the basis of race, religion, national origin, sex, age, marital status, or physical handicap. Allegations of violations of this provision shall be directed to the appropriate governmental agency.

## ARTICLE XII
## AFFIRMATIVE ACTION

The Trustees, the Administration, the Chapter and the represented faculty agree to cooperate in the continuation of the Affirmative Action Program as established under federal and state requirements.

## ARTICLE XIII
## SALARIES

A. SALARY ADJUSTMENTS FOR 1981-82

1. Effective September 1, 1981, continuing represented faculty will be provided salary increases from an amount equal to 6.5% of the salary of continuing represented faculty according to the following schedule:

   a. Each assistant professor will receive an increment of $450.

   b. The balance of the 6.5% remaining after the distribution to the assistant professors shall be distributed as follows:

(i) one-half of the balance shall be distributed in equal amounts to each faculty member.

(ii) the other half of the balance shall be distributed so that each faculty member will receive an equal percentage of the average salary for continuing represented faculty at his/her rank.

2. Effective September 1, 1981, the Trustees will provide a sum equal to 3% of the total salaries of all continuing represented faculty members for merit and equity increases for continuing represented faculty. One half of the funds for merit and equity increases will be distributed to the schools and colleges in proportion to their respective shares of the total salaries of continuing represented faculty members. The remaining one half shall be distributed to the bargaining unit schools and colleges as determined by the Provost. Merit and equity funds made available to schools and colleges shall be allocated as provided in Article XVI of this Agreement.

3. The Trustees will reserve from the amount specified in paragraph A. 2., above, $20,000 to create a salary contingency fund which will be used to provide increases to continuing represented faculty as a result of grievance settlements and matching offers. Funds remaining unallocated in 1981-82 will be added to the funds for merit and equity increases in 1982-83.

B. SALARY ADJUSTMENTS FOR 1982-83

1. Effective September 1, 1982, continuing represented faculty will be provided salary increases from an amount equal to 6% of the salary of continuing represented faculty according to the following schedule:

a. One-half of this amount shall be distributed in equal amounts to each continuing represented faculty member;

b. The other half shall be distributed so that each faculty member will receive an equal percentage of the average salary for continuing represented faculty at his/her rank.

2. Effective September 1, 1982, the Trustees will provide a sum equal to 3% of the total salaries of all continuing represented faculty members for merit and equity increases for continuing represented faculty. This sum shall be distributed as provided in paragraph A. 2. of this Article.

3. The Trustees will reserve from the amount specified in paragraph B. 2., above, $20,000 to create a salary contingency fund which will be used to provide increases to

continuing represented faculty as a result of grievance settlements and matching offers. Funds remaining unallocated in 1982-83 will be added to the funds available for merit and equity increases in 1983-1984.

C. SALARY ADJUSTMENTS FOR 1983-84

1. Effective September 1, 1983, continuing represented faculty will be provided salary increases from an amount equal to 5.5% of the salaries of continuing represented faculty according to the following schedule:

a. One-half of this amount shall be distributed in equal amounts to each continuing represented faculty member;

b. The other half of the balance shall be distributed so that each faculty member will receive an equal percentage of the average salary for continuing represented faculty at his/her rank.

2. Effective September 1, 1983, the Trustees will provide a sum equal to 3% of the total salaries of all continuing represented faculty members for merit and equity increases for continuing represented faculty. This sum shall be distributed as provided in paragraph A. 2. of this Article.

3. The Trustees will reserve from the amount specified in paragraph C. 2., above, $20,000 to create a salary contingency fund which will be used to provide increases to continuing represented faculty as a result of grievance settlements and matching offers.

## ARTICLE XIV
## OVERLOAD AND SUMMER SESSION SALARY

1. Additional remuneration for represented faculty who teach 4-credit courses over their normal course load during the academic year shall be at the rate of 10 percent of the academic year salary per 4-credit course taught, not to exceed 10 percent of the average salary of all ranks combined. No faculty member shall teach more than two 4-credit overload courses in any single academic year.

2. Additional remuneration for represented faculty who teach summer session 4-credit courses on an overload basis shall be at the rate of 10 percent of the academic year salary per 4-credit course taught, but not to exceed 10 percent of the average salary of all ranks combined. No faculty member shall teach more than two 4-credit courses in any given summer.

3. In those instances where teaching includes clinical supervision, or in similar situations requiring more student contact time than the usual course, remuneration shall be adjusted to reflect the additional time involved. In no instance shall the remuneration be below current levels.

## ARTICLE XV
## FRINGE BENEFITS

All fringe benefits in existence on the effective date of this Agreement shall be continued during the term of this Agreement. For the term of this Agreement, the employer's contribution to the Blue Cross/Blue Shield Master Medical Plan or the Harvard Community Health Plan shall be the dollar amount equal to sixty-two per cent (62%) of the prevailing premium of the Blue Cross/Blue Shield Master Medical Plan. Programs to be continued include, but are not limited to, the following:

TIAA-CREF Retirement Plan

Supplemental Retirement Annuity Plan

Blue Cross/Blue Shield Master Medical Plan

Harvard Community Health Plan

Total Disability Benefit Plan

Group Life Insurance Plan

Personal and Family Accident Insurance Plan

Tuition Remission Program

Social Security

Travel Accident Insurance

## Article XVI
## GUIDELINES AND ALLOCATIONS OF MERIT AND EQUITY INCREASES

A. MERIT AND EQUITY GUIDELINES AND PROCEDURES

1. Guidelines and procedures for allocation of merit and equity increases appropriate to the mission of each school shall be recommended by a School Salary Guideline Committee elected by the faculty of the school and consisting of both tenured and untenured faculty. These guidelines and

procedures shall be subject to ratification by the Dean and shall be reviewed annually.

2. If no agreement is reached between the faculty committee and the Dean, the Faculty Council shall provide mediation until agreement is reached.

3. These guidelines and procedures shall be established and distributed in written form to all faculty members within each school without undue delay and before the merit allocation process is initiated. A copy shall be sent to the Chapter.

4. These guidelines shall apply to merit and equity judgments and allocations at all levels.

B. ALLOCATION OF MERIT AND EQUITY INCREASES

1. In each department, unit, or school, the faculty or an elected Merit and Equity Allocation Committee (MEAC) consisting of both tenured and untenured faculty shall present to the chairperson recommendations as to the merit and equity increases to be awarded to individual faculty members. Each faculty member may prepare a written statement in his/her own behalf.

2. After consultation with the faculty or MEAC, the chairperson shall forward to the Dean the recommendations of the faculty or MEAC and his/her own recommendations as to the merit and equity increases to be awarded to individual faculty members. The chairperson shall also forward to the Dean all statements submitted by the faculty or MEAC or by individual faculty members.

3. After consultation with the chairperson, the Dean shall formulate his/her recommendations and shall inform each faculty member in writing of the recommendation of the faculty or MEAC, the chairperson, and the Dean. The faculty member shall, upon request, have an opportunity to meet with the Dean (and, at the Dean's option, the chairperson) to discuss reconsideration of the recommendation. The faculty member may bring an advisor to this meeting if he/she chooses. The Dean shall forward the minutes of this meeting to the Provost, with a copy to the faculty member. The faculty member may submit a written statement in his/her own behalf to the Provost, with copy to the Dean.

4. The Dean shall forward his/her recommendations to the Provost, together with the recommendations of the faculty or MEAC and of the chairperson. The Dean shall also forward all statements submitted by individual faculty members in their own behalf.

5. After receiving the salary recommendations from each school, the Provost shall make a merit and/or equity salary determination for each represented faculty member.

6. Merit and equity salary determinations and other grievances arising under this Article are subject to the grievance procedure of Article XXVI. The Provost and Chapter may agree in advance that a grievance arising from the provisions of this Article may be initiated at Step 2 of the grievance procedures of Article XXVI.

7. If a grievance under this article is not resolved at Step 2 of the grievance procedures, the following provisions, in addition to the restrictions and limitations of Article XXVI, shall apply to any Arbitration proceeding brought by the Chapter:

a) The demand for arbitration shall specify the amount of the merit and/or equity salary increase requested by the faculty member and any other alleged violation of this Article.

b) The arbitration shall be conducted on the basis of written submissions by the Administration and by the Chapter on behalf of the faculty member. All submissions and rebuttals are to be exchanged between the parties before the arbitration hearing. The arbitrator may direct production of relevant information.

c) The costs of the arbitration, including the arbitrator's fees and expenses, shall be borne equally by the Chapter and the Trustees.

8. The Chapter and the Trustees agree on the designation of Richard Mittenthal as permanent arbitrator to hear all matters arising under this Article. The Chapter and the Trustees further agree that if the named permanent arbitrator shall be unable to serve a successor will be named by mutual agreement.

C. TIMETABLE FOR MERIT ALLOCATIONS

The normal timetable for recommendations and determinations to be made under this Article shall be as follows:

1. For 1981-82: Guidelines and procedures to be established and distributed by February 1, 1982; recommendations from each school to the Provost within thirty calendar days thereafter; the determination of the Provost within thirty calendar days after the receipt of recommendations from the school.

2. For 1982-83 and 1983-84: Recommendations from each school to the Provost by March 1; the determination by the Provost by April 1.

## ARTICLE XVII
## SALARY ADMINISTRATION

General salary increases under this Agreement may be withheld by the Administration beginning with the general salary increase for the academic year 1982-83 from individuals who have failed to fulfill their academic duties and obligations.

In order to avoid recourse to this action, the individual shall be informed by the chairperson that such action is being contemplated and given a reasonable opportunity to improve his/her performance.

If a chairperson recommends that an increase be withheld he/she shall notify the faculty member and state the reasons, if requested, in writing. The faculty member may prepare a written statement in his/her own behalf which shall be forwarded with the chairperson's recommendation to the Provost. If the Provost decides to withhold any increase, the decision may be the subject of a grievance under the Grievance and Arbitration provisions of this Agreement (Article XXVI).

In any arbitration, the Administration shall have the cooperation of the chairperson and of the departmental faculty members who recommended that the increase be withheld.

## ARTICLE XVIII
## FACULTY COUNCIL COMPENSATION COMMISSION

Within thirty (30) days from the date of this Agreement, the Faculty Council shall designate a Compensation Commission which shall include at least one (1) representative of the Chapter. The Commission shall analyze the salary administration system and the distribution of compensation funds within the bargaining unit with special emphasis on equity and merit adjustments. The Commission shall be provided with all relevant information, and it shall report and make recommendations to the Provost, Faculty Council, and the Chapter.

## ARTICLE XIX
## SELECTION OF CHAIRPERSONS

1. Within thirty (30) days of notice that a chairperson's position is to become vacant, the Dean, after consultation with the full-time faculty of the department concerned, will decide whether to seek a chairperson from among existing members of the department or from outside the department.

2. If the chairperson is to be selected from within the department, the mode of designation of the department's nominees shall be determined by the department, in consultation with the Dean.

3. Should the Dean or the Provost find it necessary not to accept the department's nominee or nominees, he/she shall state his/her reasons and shall request a further nominee or nominees.

4. In the event that the Dean or the Provost declines to accept the department's further nominee or nominees, he/she shall state his/her reasons and immediately appoint an acting chairperson for a period not to exceed one year. No more than two (2) acting chairpersons shall be appointed in succession through the procedures in paragraphs 2 through 4.

5. If a chairperson is to be sought from outside the department, or if the Provost or the Dean and the faculty of the department are not able to agree under the procedures in Paragraphs 3 and 4, a search committee shall be constituted within thirty (30) days. Three members of the search committee shall be elected by the department faculty after consultation with the Dean, and three further faculty members shall be designated by the Provost after consultation with the Dean.

6. The search committee shall solicit nominations and applications through appropriate professional channels, and it shall also accept nominations from within the University. In addition, it shall recruit in conformity with the requirements of affirmative action.

7. The search committee shall elect its own chairperson and present all recommendations to the faculty of the department and to the Dean together with the names of the other candidates considered.

8. Normally, the chairperson appointed by the Dean will have been recommended by the search committee and will have the concurrence of the faculty of the department. However, if the Dean and/or the Provost disagree with the recommendation of the search committee, they shall notify the Chapter and they shall meet with the search committee and give specific reasons for refusing to accept its recommendation, and shall afford the committee an opportunity to reconsider and to respond before the Dean makes the final decision.

9. After the Dean makes a final selection and has the approval of the Provost, he/she shall notify the Chapter of his/her choice. The decision of the Provost shall be final and not subject to the grievance and arbitration procedures of this Agreement.

10. Chairpersons are normally appointed to an initial term of not less than three nor more than five years. Beyond the

initial term, with due regard for the value of change, a chairperson may be appointed for additional terms not to exceed three years each.

11. In the event that a chairperson vacancy occurs unexpectedly, the Dean, after consultation with the department, shall appoint an acting chairperson. He/She shall then initiate the above procedure to select a chairperson.

## ARTICLE XX
## SELECTION OF DEANS

The role of Dean of a School is vital both to the Administration and to the faculty. Accordingly, whenever it becomes necessary to appoint a new Dean, the President shall constitute an advisory committee to assist in filling the vacancy. The advisory committee shall consist of two (2) faculty members elected by the School for which a Dean is to be selected, two (2) faculty members elected by the Faculty Council, and two (2) members designated by the President. After consultation with the committee, the President will appoint a chairperson from among the members of the committee.

At the request of the advisory committee and after consultation with appropriate student groups, the President may appoint two (2) students and an alumnus/alumna to sit on the advisory committee.

The advisory committee shall solicit nominations from all constituencies of the University as well as from appropriate sources outside the University, observing appropriate affirmative action procedures. The advisory committee shall work with the President in screening candidates. The faculty of the School involved shall be given the opportunity to meet the finalists, to review their credentials, and to express their views to the advisory committee. The advisory committee shall then make one or more recommendations to the President for final selection by the President and Board of Trustees. The Chapter shall be informed in writing within seven (7) days of the decision. The decision of the President and Trustees shall not be subject to the grievance and arbitration procedures of this Agreement.

In the event of a vacancy in a deanship, the President, after consultation with the faculty of the School or College, shall appoint an Acting Dean. He shall then initiate the above procedure or continue with the original committee to select a regular Dean.

## ARTICLE XXI
## CONTINUANCE OF SERVICES

There shall be no strike, sympathy strike, slowdown, picketing or any other interference in the operation of the University during the term of this Agreement.

The Trustees agree that there shall be no lockout during the term of this Agreement.

As used in this article, the term "sympathy strike" includes, but is not limited to: (1) any work stoppage or discontinuance of services, in whole or in part, by a represented faculty member as a result of, or because of, a labor dispute involving individuals not covered by this Agreement; and (2) the honoring of any picket line by a represented faculty member, whether acting singly or in concert with others, which results in, or has the effect of, a failure, in whole or in part, to teach a scheduled class at the usual time and place, or a failure, in whole or in part, to perform any other required duty.

## ARTICLE XXII
## DEDUCTION OF DUES

The Administration, through its payroll office, will deduct from the salary of those represented faculty members who so agree, the Chapter's established monthly dues. The agreement to this procedure by individual faculty members shall be formulated as follows:

TO: Payroll Office, Boston University

I, the undersigned, authorize the monthly deduction of the national AAUP and BUC-AAUP dues from my salary, and the remittance of those dues to BUC-AAUP.

This authorization shall remain in effect from _____ until such time as it is revoked by me in writing.

Name _____

Department _____

Social Security Number _____

Date _____ Signature _____

The Chapter shall indemnify and save the Trustees harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Chapter pursuant to this article.

ARTICLE XXIII
SEPARABILITY

In the event that any part of this Agreement is held to be illegal, invalid, void or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable or ambiguous shall remain in full force and effect. In that event the parties shall begin immediately to negotiate substitute provisions for all affected provisions removed during the life of this Agreement. Such substitute provisions shall go into force immediately upon agreement.

It is understood that this Article in no way modifies or affects the provisions of Article XXV of this Agreement.

ARTICLE XXIV
EXCHANGE OF INFORMATION, MEET AND DISCUSS

1. The Administration shall provide the Chapter with a list of all persons employed in the bargaining unit and their faculty status within thirty (30) days of the date of this agreement and on October 15 and February 15 of each year.

2. In order to promote harmonious relations and collegiality, the Chapter and the Administration agree that their representatives shall meet at least twice each year to discuss matters of mutual concern, including matters which are appropriately handled as grievances.

ARTICLE XXV
Duration of Agreement

This Agreement shall be in full force and effect for the period from September 1, 1981, to and including August 31, 1984. The Chapter or Trustees may give notice to the other party on or before the February 1 prior to the expiration of the Agreement of any intention to terminate or modify the terms of this Agreement upon its expiration. If no agreement is reached by August 31, 1984, this Agreement shall remain in full force and effect for an additional 40 days or until such earlier date as a new agreement is concluded.

However, the parties are mindful that this Agreement was negotiated during the continued pendency before the National Labor Relations Board of Case No. 1-CA-11,061, a proceeding in which issues have been raised concerning the appropriateness of

the faculty unit certified by the Board and covered by this Agreement. Accordingly, the Trustees and the Chapter further agree that if, before the expiration of the term specified in the preceding paragraph of this Article, a final determination of Case No. 1-CA-11,061 is reached which invalidates the said certification, then this Agreement shall expire.

Should there be a final determination of Case No. 1-CA-11,061 before the expiration of the term specified in the first paragraph of this Article in which the scope of the bargaining unit is modified, but the Chapter's certification remains in effect, then this Agreement shall continue in effect, and the parties will meet promptly to discuss amendments which may be necessary because of such modification.

As used in this Article, the phrase a "final determination of Case No. 1-CA-11,061" signifies a decision and order of the National Labor Relations Board itself, entered on the basis of the currently re-opened record on Case No. 1-CA-11,061 unless appellate review of the Board's decision and order is sought within fourteen days of the entry thereof; however, should such review be sought within the specified time, the phrase signifies the exhaustion of all avenues of appellate review (Court of Appeals and Supreme Court of the United States) with respect to Case No. 1-CA-11,061.

## ARTICLE XXVI
## GRIEVANCES AND ARBITRATION

Grievances involving application or interpretation of the provisions of this Agreement shall be submitted and processed as follows:

A. GRIEVANCES BY INDIVIDUAL FACULTY MEMBERS

Step 1. The faculty member(s) and/or the Chapter shall first meet with the Dean to discuss the grievance and to attempt to adjust it informally. If no agreement is reached, the grievance shall be reduced to writing and submitted to the Dean (with a copy to the Chapter) within thirty (30) calendar days of the occurence of the event upon which the grievance is based. In cases where the individual affected is out of town, the grievance must be filed within thirty (30) calendar days of his/her return. In no event may a grievance be filed more than ninety (90) calendar days after the event upon which the grievance is based. Grievances with respect to any event which occurs between Commencement and the first day of the fall semester shall be filed in writing within twenty (20) calendar days of the beginning of the fall semester. The Dean shall meet with the grievant(s) and the Chapter within fifteen (15) calendar days and shall answer the grievance in writing within fifteen (15) calendar days of such meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the faculty member(s) and/or the Chapter may submit the grievance in writing to the Provost. Such grievance may not be filed later than fifteen (15) calendar days from the receipt by the Chapter of the Dean's answer. The Provost or his/her representative shall meet with the grievant(s) and the Chapter within fifteen (15) calendar days and shall answer the grievance in writing within fifteen (15) calendar days of such meeting.

The written statement of a grievance at Step 2 must state the particular article(s) of the Agreement relied upon and the relief sought.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Chapter may submit the grievance to arbitration by sending a letter to the American Arbitration Association with a copy to the Provost. Such demand for arbitration may be filed no later than thirty (30) calendar days of the receipt by the Chapter of the Provost's answer. The arbitration shall proceed in accordance with the Voluntary Rules of the American Arbitration Association.

The decision of the arbitrator (or abitrators) shall be final and binding upon all parties.

The costs of arbitration shall be borne equally by the Trustees and the Chapter. Such costs shall be limited to the arbitrator's (or arbitrators') fees and expenses, and charges of the American Arbitration Association.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Agreement.

B. GRIEVANCES BY THE CHAPTER

The Chapter may file: (1) Grievances on behalf of a group of represented faculty alleging in each case the same or similar violation of this Agreement; or (2) grievances alleging that some provision of this Agreement has been violated. Grievances initiated by the Chapter shall be subject to any limitations on grievability or arbitration contained in the Agreement. The Chapter and the Provost may agree that such grievances may be initiated at Step 2 of the process described in Section A.

## ARTICLE XXVII
## PERSONNEL FILES

1. Each faculty member shall have the right to review his/her files during regular office hours. Copies of all materials in the files shall be provided to the faculty member upon request at his/her expense. With the written consent of the faculty member, the Chapter shall have access to the files.

2. The faculty member shall have the right to attach a statement to any material found in his/her personnel files. Anonymous evaluations shall not be maintained in any faculty member's personnel files. Materials received in confidence shall not be considered part of a faculty member's personnel files.

3. Except as noted in this Agreement, the Administration shall maintain the confidentiality of all personnel files.

## ARTICLE XXVIII
## RIGHTS OF THE CHAPTER

1. As a faculty organization, and in accordance with current practices for all University components, the Chapter will continue to be entitled to the use of meeting rooms, auditoria and other University facilities including bulletin boards, campus mail and printing services. Printing services will be paid for by the Chapter at standard rates.

2. A copy of this Agreement in its final form will be printed, the costs to be shared by the Administration and the Chapter. It will be provided to all current and new faculty in the bargaining unit by the Chapter.